

Memorandum of Agreement
between the
Boston Teachers Union Local 66, AFT Massachusetts, AFL-CIO
and the
School Committee of the City of Boston

WHEREAS, the Boston Teachers Union, Local 66, AFT Massachusetts and the School Committee of the City of Boston are parties to a series of collective bargaining agreements covering Teachers, Paraprofessionals, and Substitute Teachers and Nurses for the period September 1, 2013 to August 31, 2016; and,

WHEREAS, the parties, through their respective bargaining teams, have been engaged in negotiations for a successor to their 2013-2016 collective bargaining agreement since March 2016 and in mediation, pursuant to G.L. c. 150E since July 2017; and,

WHEREAS, the negotiating ground rules call for the respective bargaining teams to reduce to writing any agreement on the terms of a successor contract reached in negotiations so that it may be executed, presented for ratification by their respective principals and funded in accordance with G.L. c. 150E §7(c);

NOW THEREFORE, in consideration of the mutual promises set forth below, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree that the following represents their agreement on the terms of a successor collective bargaining agreement to their 2013-2016 contract:

1. Existing Agreement: Except as expressly modified herein, all terms contained in the parties' 2013-2016 collective bargaining agreements are carried forward intact.

2. Duration: Articles IA appearing in the Teachers, Paraprofessionals and Substitute Teachers and Nurses Contracts are each individually amended by striking the final paragraph appearing therein and inserting the following:

“This agreement and each of its provisions shall be in full force and effect from September 1, 2016 to August 31, 2018 and continuing thereafter until such time as the parties have a successor to the 2016-2018 agreement.”

3. Wages: Salaries and rates and differentials in each contract (Teachers, Paraprofessionals and Substitute Teachers and Nurses) are increased as follows:¹

September 1, 2016: 2%

September 1, 2017: 3%

4. Tentative Agreements: The following tentative agreements previously reached in negotiations, copies of which are annexed hereto and incorporated herein by reference, shall be incorporated into the contract to which they pertain and made effective:

a. Teachers Contract

- Article V B 15 (Mileage Reimbursement)
- Article VII A 20 (Clean Bathrooms)
- Article VII A 21 (Nursing Mothers)
- Article VI F 2 (Teacher Leadership)
- Article V B 12 (School Nurses)
- Assessments
- Article VA 10 (g) (Individualized Benchmark Testing)
- Article V I 1 (b) (Open Postings)
- Article VI L (Restorative Practice)
- Parental Leave

¹ See applicability of COLA Percentage Increases annexed hereto for the scope of the rates and differentials affected by COLA.

b. Paraprofessionals Contract

Article III E 5 Sign Language Interpreters

Paraprofessional Program Areas,
Substitutes Compensation, and
Coverage Paraprofessionals Increase,
B+15

c. Substitutes Contract

Article II B 1 Method of Assignments
(DNC Designation)

5. Ratification: This tentative agreement is subject to ratification by the membership of the Boston Teachers Union and the School Committee of the City of Boston. It is also subject to the funding of cost items by the Boston City Council in accordance with G.L. c. 150E §7(b). If the agreement fails of ratification by the Union or the School Committee, or if the funding of its first year's cost items is rejected by the City Council, it shall be returned to the parties for further bargaining.

For the Boston Teachers Union Local 66
AFT Massachusetts, AFL-CIO
By its duly authorized Negotiating Team

For the School Committee of the
City of Boston
By its duly authorized Negotiating Team

August 23, 2017

COUNTERPROPOSAL (# 4) of 8-23-17
BY THE BOSTON SCHOOL COMMITTEE
TO THE BOSTON TEACHERS UNION

Comprehensive Proposal

The following represents a comprehensive proposal in response to the BTU's most recent proposal, which was made as part of the DLR mediation process and delivered at the Department of Labor Relations on August 23, 2017. It is being conveyed on August 23, 2017.

As with all previous proposals, the financial viability of this proposal is dependent upon the interconnection of each discrete component of the collective bargaining agreement.

This proposal also takes into account the financial implications of the tentative agreements reached by BPS and the BTU over the course of the previous collective bargaining negotiations, including:

- Sanitary restrooms
- Nursing Rooms
- Do Not Call Designations
- ISP Mileage Reimbursement
- Individualized Benchmark Testing
- Teacher Leadership Fund
- Sign Language Interpreters
- Assessments
- ABAs

Terms of BPS's 8-23-17 (# 4) Proposal:

1. **Duration & Wage Scale Reform:**
→ 2 years duration (9/1/16 – 8/31/18)

2. **COLA:** will go into effect the first paycheck of the school year.

Applicability of the COLA:

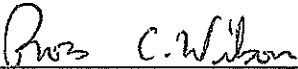
The percentage COLA increases payable herewith shall be applicable to the contractual rate and differentials, including without limitation, the rates and differentials appearing at pages 39-40, 103 - 107, and 112 of the teachers contract, the "Schedule A" general salary schedule, pages 137-140 and 143 of the paraprofessional contract, pages 159-160 of the substitute contract, and to such other rates and differentials to which the parties percentage COLA increases have historically been applied.

FY17	FY18
2%	3%

Substitutes Contract
Article II B 1 – method of assignments
(Do Not Call Designation)


Substitutes shall have the right to review all documents and information leading to a 'do not call' designation within (24) hours following implementation of the designation.

For the Boston School Committee



July 14, 2016

For the Boston Teachers Union



July 14, 2016

Applicability of the COLA:

The percentage COLA increases payable herewith shall be applicable to the contractual rate and differentials, including without limitation, the rates and differentials appearing at pages 39-40, 103 - 107, and 112 of the teachers contract, the "Schedule A" general salary schedule, pages 137-140 and 143 of the paraprofessional contract, pages 159-160 of the substitute contract, and to such other rates and differentials to which the parties percentage COLA increases have historically been applied.

FY17	FY18
2%	3%

Paraprofessional Contract

Applicability of the COLA:

The percentage COLA increases payable herewith shall be applicable to the contractual rate and differentials, including without limitation, the rates and differentials appearing at pages 39-40, 103 - 107, and 112 of the teachers contract, the "Schedule A" general salary schedule, pages 137-140 and 143 of the paraprofessional contract, pages 159-160 of the substitute contract, and to such other rates and differentials to which the parties percentage COLA increases have historically been applied.

FY17	FY18
2%	3%

Paraprofessional Compensation

Increase from \$6 per hour (in addition to regular salary) substitute pay for paras to the following:

Effective Date Substitute compensation

9-1-17 \$9
8-31-18 \$10

B + 15 Lane for Paras:

Effective 9-1-17, amend salary grid on pages 137 - 140 of the BTU contract to add a lane after Bachelors to be called Bachelors + 15. Lane to be constructed with half the difference between equivalent steps on the 90 Credit Lane and Bachelors Lane.

Coverage Paras:

Article VII.A.19. will be amended to reflect 10 FTE increase in the FTE allotment of coverage paraprofessionals.

Paraprofessional Program Areas

Article I A, p. 128

Include "Sign Language Interpreters" in the recognition clause.

Article II Working Conditions, Section B, p. 134

Replace current Subsection 3. "Layoff" with the following:

3. Excessing

For purposes of the initial implementation of this subsection 3, paraprofessionals shall be

placed in the category of the position in which they were employed on September 1, 2017.

Paraprofessionals will be excessed from a school or department by seniority within the following position categories:

Categories

1. Bilingual – [language-specific]
2. Special Education – Autism
3. Special Education – LAB/Emotional Impairment
4. Special Education – Early Childhood
5. Special Education – DDC/Severe Intellectual, Multiple disabilities
6. Special Education – ESD/Moderate Intellectual Impairment
7. Special Education – Inclusion, Mild Intellectual Impairment, LD, SAR
8. Special Education/Bilingual – [language-specific]
9. Instructional
10. Security
11. Coverage
12. Health
13. Swimming
14. Library
15. Sign Language Interpreters

Paraprofessionals in the following positions will be excessed from a school or department by seniority as indicated for each category:

1. Community Field Coordinator – within a function, e.g., if CFCs at a school serve different functions as indicated by their job description, they will be excessed from the function area being reduced.
2. Surround Care – within a shift, e.g., if a school has AM and PM surround care paraprofessionals, excessing will be done from the shift where the reduction is taking place



3. One-to-One - by student assigned, e.g., if the paraprofessional's student leaves the district, graduates, the para will be excessed.

Excessed paraprofessionals will have the ability to exercise their seniority laterally into a vacant position in their school in categories 3-8 for which they meet the required physical and linguistic fluency qualifications, upon a written agreement between the para and BPS mandating completion by the para of up to 15 hours consisting of two 7.5-hour days of district-provided professional development in the field of their receiving position category by August 31. Upon successful completion of the training, the paraprofessional will be deemed qualified for the receiving position. The district may waive this requirement if the paraprofessional has already received the required training. Training outside of the normal school hours will be compensated.

Keep subsection 4, Recall.

Replace the first sentence with the following:

A para on layoff status shall be recalled by system-wide seniority to a vacancy in a position for which the para is qualified in position categories 1, and 4-9.

5. Replace current section 5, "Excessing and Transfer," with new 5. "Staffing and Transfer"

The School Department will provide the Union a complete list of names, seniority dates, program categories or function areas, and vacancies, including excessed and laid off paraprofessionals in advance of the transfer period. Para vacancies will first be posted for transfer, with selection of in-transferring paras at the discretion of the hiring school. If a para is excessed and there is a vacancy at the school, the para may transfer to the vacancy upon the mutual consent of the para and Headmaster/Principal, provided that a transfer under this paragraph does not cause a layoff or prevent the recall of another para.

During paraprofessional excess pools, paras shall choose in seniority order three vacancies for which they are qualified and shall be guaranteed one of their selections.



Any paraprofessional who has received an evaluation with an overall rating of 'Does Not Meet Standards' in the prior or current school year will have no bidding rights through excess pools.

A paraprofessional who voluntarily excesses himself/herself to an excess pool cannot claim an attachment right for his or her own position. However, during the normal process of the pool, a paraprofessional may select their prior assignment when they reach that position in seniority order in the pool.

A paraprofessional will be deemed to be qualified for a position if they meet the required qualifications listed on the agreed-upon written job description or have completed the required training therefor.

New Subsection 6, "Layoff."

(a) For purposes of layoff, paras shall be organized within one (1) of the following groups:

- Group 1: Bilingual (Position Category 1)
- Group 2: Special Education (Position Categories 4-8)
- Group 3: Instructional (Position Category 9)
- Group 4: Sign Language Interpreters (Position Category 15)

Paraprofessionals excessed from Position Categories 2 and 3 shall be included in Group 2, and paraprofessionals excessed from Categories 10-14 shall be included in Group 3. Paras shall be laid off by inverse system-wide seniority within a position group.

Renumber existing subsection 6, "Summer Work," as Subsection 7

Section C p 135, Replace current Subsection 1. Miscellaneous with:

The above process for filling vacancies shall not apply to the following paraprofessional positions or



schools. These vacancies will be filled by any internal or external candidate or in accordance with their governing documents and will not be subject to recall:

Positions

1. Position categories 2-3 and 10-15, as identified above (Special Education – Autism, Special Education – LAB/Emotional Impairment, Security, Coverage, Health, Swimming, Library, Sign Language Interpreter)
2. Community Field Coordinator
3. Surround Care
4. One-to-One

Schools

Nothing in this section shall be construed to restrict, expand, or otherwise modify existing autonomies at specific schools as of the time of ratification of this agreement.

Parental Leave Policy

The City of Boston Paid Parental Leave policy shall be deemed applicable to provisional teachers (years 2 and 3) who so elect and paraprofessionals (years 2 and 3) who so elect, via the adoption of the following language:

Aforementioned employees covered by this Agreement shall be granted parental leave consistent with the BPS Medical Leave Policy. Concurrent with the Parental Leave provision in the BPS Medical Leave Policy, aforementioned employees may also be granted paid parental leave consistent with the City's Paid Parental Leave

Policy. Such paid parental leave shall run concurrent with the BPS Medical Leave Policy and any other applicable approved leaves of absence, including those covered by the Family and Medical Leave Act and the Massachusetts Parental Leave Act. The Union waives its right to bargain over the City's decision and any impacts associated with such decision to change or eliminate the Paid Parental Leave Policy. The City will provide thirty (30) days notice to the Union of any change to or elimination of the Paid Parental Leave Policy.

8-24-16

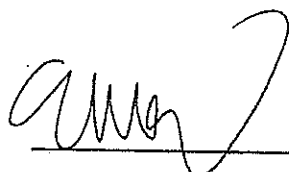
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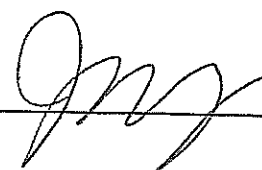
Tentative Agreement Re: Sign Language Interpreters

Effective September 1, 2016, sign language interpreters shall be paid at a rate equal to that most recently paid to Health and Community Field Coordinators plus ten percent (10%) for all lanes except the bachelor's lane. The bachelor's lane shall be increased by twenty percent (20%.) Any percentage increases payable to paraprofessionals on and after September 1, 2016 shall also be made applicable to the rate made effective by the preceding sentences for sign language interpreters. This agreement shall not be applicable to the Lead Sign Language Interpreters.

For the School Committee of the
City of Boston
By,

For the Boston Teachers Union,
AFT-Massachusetts
By,


8/22/17


8/22/17

Teacher Contract

Applicability of the COLA:

The percentage COLA increases payable herewith shall be applicable to the contractual rate and differentials, including without limitation, the rates and differentials appearing at pages 39-40, 103 - 107, and 112 of the teachers contract, the "Schedule A" general salary schedule, pages 137-140 and 143 of the paraprofessional contract, pages 159-160 of the substitute contract, and to such other rates and differentials to which the parties percentage COLA increases have historically been applied.

FY17	FY18
2%	3%

3. Mutual consent:

Amend Article V.I.1:

~~(b) Open Postings: The current practice regarding open postings will continue. Any school that wishes to open post a position must obtain a 60% vote of the faculty before February 15th or effective, 9/1/07, by including a stipend of \$1250 to the posting.~~

All BTU vacancies that BPS intends to fill will be posted on an ongoing basis for internal and external candidates. BPS will not be required to attach a stipend to any position open-posted following ratification of this agreement, unless the position requires additional duties.

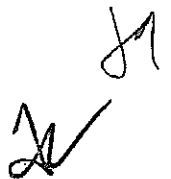
4. Restorative Practice:

In SY 2017-2018, the BPS will hire and maintain, **after consultation with the BTU president or her designee, with the approval of the president of the BTU**, a district-wide Restorative Practice Senior Coordinator **Coach** in a BTU position that shall oversee Restorative Practice Implementation and support school-based coordinators in the district.

The **Coach** will organize a minimum of 12 hours of compensated professional development for school-based RP coordinators, in partnership with the BTU Restorative Practice Organizing Committee. Alternatively, the 12 hours can be arranged into 2 all-day sessions, with release time provided.

The **Coach** shall work the regular teacher workday and work year plus 18 days, and shall be compensated in accordance with the BTU salary grid plus a differential of 10%. All compensation paid shall be retirement worthy.

In addition, the BTU and BPS shall collaboratively determine three schools to hire educators for the purpose of implementing Restorative Practice across the school. These positions may be either Community Field Coordinators or hybrid teacher roles, where teachers are released from classroom duties to coordinate Restorative Practice across the schools where they teach.



5. Nurses

Effective September 1, 2017, BPS will hire additional coverage nurses (the number of FTEs needed to bring all schools up to at least .5 nurses). By September 1, 2018, the FTEs would be reallocated to schools to ensure each school has a minimum of a .5 FTE complement of a school nurse assigned, provided that absent a substantial and district-wide change in the level of student need, the overall complement of school nurses will not be reduced beyond the composition contemplated by this paragraph.

The BPS will make a good faith effort to assign substitute nurses when a regularly-assigned nurse is absent. The regularly-assigned nurse shall follow procedures currently in place for teaching staff to notify OHC of their absence.

6. Parental Leave Policy

The City of Boston Paid Parental Leave policy shall be deemed applicable to provisional teachers (years 2 and 3) who so elect and paraprofessionals (years 2 and 3) who so elect, via the adoption of the following language:

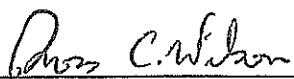
Aforementioned employees covered by this Agreement shall be granted parental leave consistent with the BPS Medical Leave Policy. Concurrent with the Parental Leave provision in the BPS Medical Leave Policy, aforementioned employees may also be granted paid parental leave consistent with the City's Paid Parental Leave Policy. Such paid parental leave shall run concurrent with the BPS Medical Leave Policy and any other applicable approved leaves of absence, including those covered by the Family and Medical Leave Act and the Massachusetts Parental Leave Act. The Union waives its right to bargain over the City's decision and any impacts associated with such decision to change or eliminate the Paid Parental Leave Policy. The City will provide thirty (30) days notice to the Union of any change to or elimination of the Paid Parental Leave Policy.

Article VII A 20 – Clean Bathrooms

(Add to Section A.)

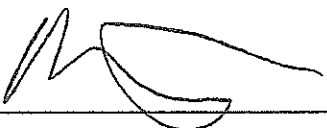
All Employees and students in a school shall have access to clean bathrooms, including handicapped-accessible bathrooms, with locking doors, adequate sanitary supplies, hot and cold running water, soap and paper towels. All BTU members who require accommodations shall have access to an adult handicapped-accessible bathroom.

For the Boston School Committee



July 14, 2016

For the Boston Teachers Union



July 14, 2016


Mileage Reimbursement
Article II B 15

(b) The mileage rate for reimbursement shall be at the IRS rate. All ISPs shall be given the option of receiving a yearly payment of \$600.00 as reimbursement for mileage and auto expenses or filling out monthly mileage statements and receiving full reimbursement for documented mileage. There shall be no cap on the number of miles allowed as long as they are documented. Once documentation of mileage expenses in excess of \$600 has been submitted, an ISP will receive that \$600 payment in succeeding years provided the ISP's direct supervisor verifies that the ISP's travel schedule is substantially unchanged.

School psychologists and pupil adjustments counselors who were incumbents in the 2015 – 2016 school year who received the \$600 reimbursement payment shall have been deemed to have fulfilled the documentation requirement in the preceding sentence.

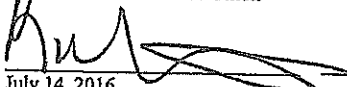
Individuals who opt for the lump sum \$600.00 payment shall be reimbursed in addition to the \$600.00 for mileage outside the City of Boston.

For the Boston School Committee



July 14, 2016

For the Boston Teachers Union

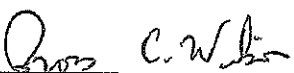


July 14, 2016

Article VII A 21 (Add to Section "A")

Any BTU member who is a nursing mother will have access to a sanitary, private locking space other than a bathroom for the purpose of pumping breastmilk and will determine a time in consultation with the supervisor, for pumping.

For the Boston School Committee



July 14, 2016

For the Boston Teachers Union



July 14, 2016

Tentative Agreement Re: Assessments

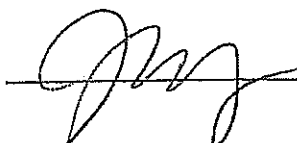
On or before a date agreed upon by BPS and BTU the parties shall establish the "Student Assessments Council" which shall be composed of 12 members: 5 appointed by the Boston Public Schools Superintendent and 5 appointed by the Boston Teachers Union President after consultation with each other, 1 member appointed by the BSAC, and 1 member appointed by the City-Wide Parent Council. Decisions of the Council shall be made by consensus and serve as recommendations to the Steering Committee, which will be given due consideration (deference) to all recommendations made by the Assessment Council. The compensation, roles, and lengths of terms of members of this Council are outlined in the Teacher Leadership Framework.

The Council shall meet quarterly and hold a public forum at least two times per calendar-year for the purpose of reporting on their work. The responsibilities of the council will be to 1) catalog and document current (as well as any recent updates to) federal, state, and local policies that serve as parameters for assessment recommendations that can be made by the council, 2) gather information from content experts (central office administrators, school leaders, teachers, parents, and students) throughout the district regarding the rationale for providing, supporting, and/or requiring the use of specific assessment tools, 3) identify and observe schools (and other areas) that display a variety/range of practices in terms of using assessments to inform instruction throughout the district and synthesize across this information, 4) make recommendations regarding the district's annual assessment policy guide and giving feedback on the implementation of the policy.

For the School Committee of the City of Boston by,

 8/22/17

For the Boston Teachers Union, AFT-Massachusetts by,

 8/22/17

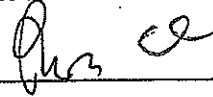
Version as of August 26, 2016

The below replaces the current Lead Teachers language VI.F.2 on page 87 of the contract.

Teacher Leadership

Each year BPS shall allocate no less than \$300,000 to a Teacher Leadership Fund. On an annual basis, a joint committee, consisting of three members appointed by the Superintendent and three members appointed by the Union President after consultation with each other, shall request and approve proposals. The allocation may be used solely for stipends to teacher leaders. The level of the allocation, the contents of the requests, and the process for submitting and allocating monies shall be reviewed on an annual basis, but the allocation shall not fall below \$300,000. The aforementioned committee shall aim to distribute the funds equitably.

For the School Committee of the City of Boston by,



For the Boston Teachers Union, AFT-Massachusetts by,

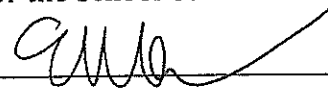
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December 2, 2016

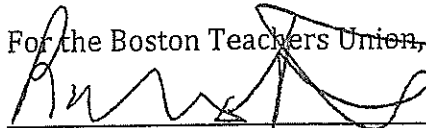
The below amends V.A.10.g on page 35 of the contract.

(g) Individualized Benchmark Testing Effective September 1, 2004, all elementary teachers for grades K2-3 will be provided with substitute teacher coverage while administering individualized benchmark testing. These teachers will receive substitute coverage for the equivalent of two days – the equivalent of one in September and the equivalent of one in June – per teacher, per year. In dual-language programs where teachers must complete this benchmark testing in two languages, the teachers will receive substitute coverage for the equivalent of four days – two of which shall be in September and the remaining two in June – per teacher, per year. The substitute will be compensated at the rate of \$15.00 per hour. The union will facilitate the hiring of retired teachers and others for this purpose. But if a regular substitute is used, he/she will be paid in accordance with the collective bargaining agreement.

For the School Committee of the City of Boston by,

 8/22/17

For the Boston Teachers Union, AFT-Massachusetts by,

 1/23/17
